

United States
Court of Appeals
for the Ninth Circuit.

HENRY JOHNSON,

Appellant.

vs.

UNITED STATES OF AMERICA,

Appellee.

Transcript of Record

Appeal from the United States District Court,
Northern District of California,
Southern Division.



No. 12713

United States
Court of Appeals
for the Ninth Circuit.

HENRY JOHNSON,

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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NAMES AND ADDRESSES OF ATTORNEYS

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San Francisco, California,
Attorney for Defendant and Appellant.

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San Francisco, California,
Attorneys for Plaintiff and Appellee.

United States District Court for the Northern
District of California, Southern Division
No. 28995G

UNITED STATES OF AMERICA,

Plaintiff,

vs.

HENRY JOHNSON,

Defendant.

COMPLAINT FOR INJUNCTION,
RESTITUTION AND TREBLE DAMAGES

Count I.

1. In the judgment of the Housing Expediter, the defendant has engaged in acts and practices which constitute violations of Section 4 of the Emergency Price Control Act of 1942, as amended (50 U.S.C.A. Appendix Section 904).
2. Jurisdiction of this action is conferred upon this Court by Sections 1(b), 205(a) and 205(c) of said Emergency Price Control Act of 1942, as amended.
3. At all times mentioned herein defendant was the landlord of and rented certain controlled housing accommodations located within the San Francisco Bay Defense-Rental Area described as 1493, 1495 and 1497 O'Farrell Street, San Francisco, California.
4. Prior to July 1, 1947, there has been in full force and effect pursuant to said Emergency Price

Control Act of 1942, as amended, the Rent Regulations issued pursuant to said Act, establishing a maximum rental for the use and occupancy of housing and rental accommodations within the defense-rental area in which the premises referred to in paragraph 3 of Count I above are located.

5. Prior to July 1, 1947, defendant demanded, accepted or received from tenant occupying the premises described in paragraph 3 of Count I above, rentals in excess of the lawful rental permitted by said Rent Regulations, as appears more fully in items 1(a) to 1(g), inclusive, of Schedule marked Exhibit "A" attached hereto and by reference incorporated herein.

6. Prior to July 1, 1947, defendant demanded, accepted or received as rent for other terms of occupancy or from other tenants or for other premises, rentals in excess of the lawful maximum permitted by said Rent Regulations, the terms of which occupancy or the names of which tenants or the premises involved being presently unknown to the Plaintiff.

Count II.

1. Plaintiff incorporates herein by reference the allegations in paragraph 3 of Count I of his Complaint herein.

2. In the judgment of the Housing Expediter, the defendant has engaged in acts and practices which constitute violation of Section 206(a) of the Housing and Rent Act of 1947, as amended (Public Law 31, 81st Congress, 1st Session).

3. Jurisdiction of this action is conferred upon this Court by Sections 206(b) and 206(c) of said Housing and Rent Act of 1947, as amended.

4. Since July 1, 1947, there has been in full force and effect pursuant to said Housing and Rent Act of 1947, as amended, the Rent Regulations issued pursuant to said Act, establishing a maximum rental for the use and occupancy of housing and rental accommodations within the defense-rental area in which the premises referred to in paragraph 3 of Count 1 above are located.

5. Since July 1, 1947, defendant demanded, accepted or received from tenant occupying the premises described in paragraph 3 of Count I above, rentals in excess of the lawful rental permitted by said Rent Regulations, as appears more fully in items 2(a) to 2(l), inclusive, of Schedule marked Exhibit "A" attached hereto and by reference incorporated herein.

6. Since July 1, 1947, defendant demanded, accepted or received as rent for other terms of occupancy or from other tenants or for other premises rentals in excess of the lawful maximum permitted by said Rent Regulations, the terms of which occupancy or the names of which tenants or the premises involved being presently unknown to the Plaintiff.

Count III.

1. Plaintiff incorporates herein by reference the allegations in paragraph 3 of Count I and paragraph 4 of Count II of his Complaint herein.

2. Jurisdiction of this action is conferred upon this Court by Sections 205 and 206(c) of said Housing and Rent Act of 1947, as amended.

3. Since July 1, 1947, and within one (1) year prior to the date of the commencement of this action (exclusive of the thirty (30) days period immediately prior to the date of the commencement of this action) to wit: between July 1, 1948, and June 3, 1949, defendant demanded, accepted or received from tenant occupying the premises described in paragraph 3 of Count I above, rentals in excess of the lawful rental permitted by said Rent Regulations as appears more fully in items 3(a) to 3(h), inclusive, of Schedule marked Exhibit "A" attached hereto and by reference incorporated herein.

4. Since July 1, 1947, and within one (1) year prior to the date of the commencement of this action (exclusive of the thirty (30) days period immediately prior to the date of the commencement of this action) defendant has demanded, accepted or received as rent for other terms of occupancy or from other tenants or for other premises rentals in excess of the lawful maximum permitted by said Rent Regulations, the terms of which occupancy or the names of which tenants or the premises involved being presently unknown to the Plaintiff.

5. More than thirty (30) days have elapsed since the occurrence of the violations hereinabove mentioned, and the persons from whom such excess rental payments were demanded, accepted or re-

ceived have not instituted any action under Section 205 of the Housing and Rent Act of 1947, as amended, for said violations.

Wherefore, the Plaintiff demands and prays:

1. That an injunction be issued enjoining the defendant, his attorneys, agents, servants, and employees and all other persons in active concert or participation with the defendant from directly or indirectly demanding, accepting or receiving rents in excess of the maximum rents established by any Regulation or Order heretofore or hereafter adopted, pursuant to the Housing and Rent Act of 1947, as heretofore or hereafter amended, or extended, or superseded, or from engaging in any acts and practices which constitute or will constitute a violation of any of the provisions of the Housing and Rent Act of 1947, as amended, or extended, or superseded, or of the Rent Regulations issued pursuant thereto.

2. That the defendant be ordered and directed to pay to the Treasurer of the United States, for and on behalf of all persons entitled thereto, a refund of all amounts in excess of the lawful maximum rents which have been or may be demanded, accepted or received by the defendant from any tenants for or in connection with the use or occupancy of the housing accommodations hereinbefore mentioned; or, in the alternative, that the defendant be ordered and directed to pay the amounts in excess of the lawful maximum rents as hereinabove prayed, to the Treasurer of the United States.

3. That judgment for the Plaintiff be granted herein for Three Thousand Five Hundred and Sixteen Dollars (\$3,516.00), being three times the amount by which the rents demanded, accepted or received by defendant within one year prior to the date of the commencement of this action (excluding, however, the thirty (30) days immediately prior to the date of the commencement of this action) exceeded the legal maximum rent; provided, however, that in the event this Court requires the defendant to make refunds as prayed for, the amount sought in judgment in this paragraph be diminished by that amount of such refund ordered by the Court and demanded, accepted or received from the tenant by the defendant within the one-year period above stated.

4. That such other, different or further relief to which Plaintiff may be entitled be granted, or other relief be accorded, which the Court may find necessary to effectuate the purposes of the said Act as now existing, or hereafter amended or superseded, and of any orders or regulations issued thereunder.

5. That Plaintiff recover the costs of this action.

Dated this 28th day of June, 1949.

/s/ SIDNEY FEINBERG,
Attorney, Office of the
Housing Expediter.

EXHIBIT A

Schedule

Landlord: Henry Johnson
 1497 O'Farrell Street,
 San Francisco, California

Item	Tenant	Unit	Date Rented		Rent Collected	Maximum Legal Rent	No. of Overcharges	Amt. of Each Overcharge	
		San Francisco, California	From	To					
1(a)	Wilbert Guydon	Rm. #2, 1493 O'Farrell St.	—10/11/46	3/ 2/47	\$ 7.50 per wk.	\$ 6.00 per wk.	20	\$ 1.50	\$ 30.00
1(b)	Wilbert Guydon	Rm. #2, 1493 O'Farrell St.	— 3/ 2/47	6/30/47	*7.50 per wk.	6.00 per wk.	17	1.50	25.50
1(e)	Riley Samuel	Rm. #4, 1493 O'Farrell St.	— 6/ 2/47	6/30/47	32.00 per mo.	24.00 per mo.	1	8.00	8.00
1(d)	Mrs. Tillie Robinson	Rm. #4, 1945 O'Farrell St.	—10/ 1/46	11/ 1/46	40.00 per mo.	32.00 per mo.	1	8.00	32.00
1(e)	Mrs. Tillie Robinson	Rm. #4, 1945 O'Farrell St.	—11/ 1/46	12/31/46	7.00 per wk.	4.50 per wk.	9	2.50	22.50
1(f)	Mrs. Tillie Robinson	Rm. #4, 1945 O'Farrell St.	— 1/ 1/47	6/15/47	8.00 per wk.	4.50 per wk.	23	3.50	80.50
1(g)	Pauline Henderson	Rm. #1, 1495 O'Farrell St.	—10/ 7/46	6/30/47	10.00 per wk.	5.50 per wk.	39	4.50	175.50
2(a)	Wilbert Guydon	Rm. #2, 1493 O'Farrell St.	— 3/ 2/47	6/18/49	8.00 per wk.	6.00 per wk.	119	2.00	238.00
2(b)	Riley Samuel	Rm. #4, 1493 O'Farrell St.	— 7/ 1/47	6/15/49	32.00 per mo.	24.00 per mo.	25	8.00	200.00
2(c)	Robert Castle	Rm. #6, 1493 O'Farrell St.	— 2/18/49	6/24/49	10.00 per wk.	6.00 per wk.	18	4.00	72.00
2(d)	Pauline Henderson	Rm. #1, 1495 O'Farrell St.	— 7/ 1/47	12/15/47	10.00 per wk.	5.50 per wk.	25	2.50	290.00
2(e)	Pauline Henderson	Rm. #1, 1495 O'Farrell St.	—12/15/47	2/14/49	8.00 per wk.	5.50 per wk.	112	2.50	224.00
2(f)	Lester Houston	Rm. #2, 1495 O'Farrell St.	— 8/ 8/47	4/ 4/48	40.00 per mo.	12.00 per mo.	8	28.00	224.00
2(g)	Lester Houston	Rm. #2, 1495 O'Farrell St.	— 8/20/48	5/ 7/49	40.00 per mo.	12.00 per mo.	8	28.00	224.00

(Note: Tenant moved on 4/4/48 from the building and returned to same room, No. 2, on 8/20/48.)

2(h)	Leslie Houston	Rm. #3, 1495 O'Farrell St.	— 9/ 3/47	5/ 7/49	10.00 per wk.	5.00 per wk.	88	5.00	440.00
2(i)	Tillie Robinson	Rm. #5, 1495 O'Farrell St.	—11/ 1/47	3/ 1/48	7.00 per wk.	4.50 per wk.	17	2.50	42.50
2(j)	Tillie Robinson	Rm. #4, 1495 O'Farrell St.	— 3/ 1/48	4/ 1/48	40.00 per mo.	8.00 per mo.	1	32.00	32.00
2(k)	Tillie Robinson	Rm. #4, 1495 O'Farrell St.	— 4/ 1/48	7/ 1/49	32.00 per mo.	8.00 per mo.	15	24.00	360.00
2(l)	Willie Williams	Rm. #7, 1495 O'Farrell St.	— 8/13/48	6/17/49	8.00 per wk.	5.50 per wk.	44	2.50	110.00
3(a)	Wilbert Guydon	Rm. #2, 1493 O'Farrell St.	— 7/ 1/48	6/ 2/49	8.00 per wk.	6.00 per wk.	48	2.00	96.00
3(b)	Riley Samuel	Rm. #4, 1493 O'Farrell St.	— 7/ 1/48	6/ 2/49	32.00 per mo.	24.00 per mo.	11	8.00	88.00
3(c)	Robert Castle	Rm. #6, 1493 O'Farrell St.	— 2/18/49	6/ 2/49	10.00 per wk.	6.00 per wk.	15	4.00	60.00
3(d)	Pauline Henderson	Rm. #1, 1495 O'Farrell St.	— 7/ 1/48	5/15/49	8.00 per wk.	5.50 per wk.	45	2.50	112.50
3(e)	Lester Houston	Rm. #2, 1495 O'Farrell St.	— 8/20/48	5/ 7/49	40.00 per mo.	12.00 per mo.	8	28.00	224.00
3(f)	Leslie Houston	Rm. #3, 1495 O'Farrell St.	— 7/ 1/48	5/ 7/49	10.00 per wk.	5.00 per wk.	44	5.00	220.00
3(g)	Tillie Robinson	Rm. #5, 1495 O'Farrell St.	— 7/ 1/48	6/ 1/49	32.00 per mo.	8.00 per mo.	11	24.00	264.00
3(h)	Willie Williams	Rm. #7, 1495 O'Farrell St.	— 8/15/48	6/ 3/49	8.00 per wk.	5.50 per wk.	42	2.50	107.50

*\$8.00 per week—penciled in.

[Endorsed]: Filed July 7, 1949.

[Title of District Court and Cause.]

ANSWER

Comes now the defendant in the above-entitled action and, answering the Complaint of the plaintiff herein, admits, denies and alleges as follows, to wit:

I.

Admits the allegations set forth in Paragraphs 2, 3 and 4 of Count I.

II.

Denies, generally and specifically, each and every allegation set forth in Paragraphs 1, 5 and 6 of Count I.

III.

Admits the allegations set forth in Paragraphs 1, 3 and 4 of Count II.

IV.

Denies, generally and specifically, each and every allegation set forth in Paragraphs 2, 5 and 6 of Count II.

V.

Admits the allegations set forth in Paragraphs 1 and 2 of Count III.

VI.

Denies, generally and specifically, each and every allegation set forth in Paragraphs 3, 4 and 5 of Count III.

Wherefore, defendant prays that plaintiff take nothing by reason of its action.

/s/ REED M. CLARKE,
Attorney for Defendant.

State of California,
City and County of San Francisco—ss.

Henry Johnson, being first sworn, deposes and says:

That he is the defendant in the above-entitled action; that he has read the foregoing Answer and knows the contents thereof and that the same is true of his own knowledge, except as to such matters as are therein stated upon information and belief and that, as to those matters, he believes them to be true.

/s/ HENRY JOHNSON.

Subscribed and sworn to before me this 12th day of January, 1950.

/s/ REED M. CLARKE,

Notary Public in and for the City and County of San Francisco, State of California.

Affidavit of Service by Mail attached.

[Endorsed]: Filed January 13, 1950.

[Title of District Court and Cause.]

FINDINGS OF FACT AND CONCLUSIONS
OF LAW

The above-entitled cause was commenced on July 7, 1949, the Plaintiff seeking injunction, restitution and treble damages under Sections 1(b), 205(a) and 205(c) of the Emergency Price Control

Act of 1942, as amended, and Sections 205 and 206(b) of the Housing and Rent Act of 1947, as amended, and came on regularly for trial on May 12, 1950, before this Court, the Honorable George B. Harris, Judge, presiding. Plaintiff appeared by its counsel, Raymond J. Fox, and defendant appeared by his counsel, Reed M. Clark. Thereupon evidence, both oral and documentary, was introduced by and on behalf of the parties. At the conclusion of the trial and after oral argument by counsel, the Court, being fully advised in the premises, makes the following:

Findings of Fact

1. That the housing accommodations described in Plaintiff's complaint herein are located within the San Francisco Bay Defense-Rental Area, and were at all times material to this action subject to the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended, and the Housing and Rent Act of 1947, as amended.
2. That at all times material to this action the legal maximum rents for the housing accommodations described in Plaintiff's complaint herein were as follows:

1493 O'Farrell Street:

Room No. 2.....	\$ 6.00 per week
Room No. 4.....	\$24.00 per month
Room No. 6.....	\$ 6.00 per week

1495 O'Farrell Street:

Room No. 1.....	\$ 6.50 per week
-----------------	------------------

Room No. 2.....	\$26.00 per month
Room No. 3.....	\$ 5.00 per week
Room No. 4.....	\$ 5.50 per week
	or \$22.00 per month
Room No. 5.....	\$ 5.50 per week
Room No. 7.....	\$ 5.50 per week

3. That the defendant, in violation of the provisions of the aforesaid Acts and Regulations, did demand, accept and receive from the tenants named in Plaintiff's complaint herein, rents in excess of the legal maximum rents prescribed for the aforesaid housing accommodations, in the amount of One Thousand Nine Hundred Twenty-six and no/100 Dollars (\$1,926.00) for the period October 1, 1946, to June 24, 1949.

Conclusions of Law

1. That the Court has jurisdiction of the subject matter of this action and of the parties under Sections 1(b), 205(a) and 205(c) of the Emergency Price Control Act of 1942, as amended, and Sections 206(b) and 206(c) of the Housing and Rent Act of 1947, as amended.

2. That the Plaintiff herein, on account of the violations set forth in Paragraph 3 of the aforesaid Findings of Fact, is entitled to an injunction restraining the defendant from continuing in violation of the provisions of the Housing and Rent Act of 1947, as amended, and the rent regulations issued pursuant thereto, as prayed for in its complaint.

3. That the Plaintiff, on account of said violations, is entitled to judgment and decree requiring and directing the defendant, Henry Johnson, to forthwith refund to Plaintiff, on behalf of the hereinafter-named tenants, the excess rents collected by said defendant from said tenants for rental of the described housing accommodations, in the sum of One Thousand Nine Hundred Twenty-six Dollars (\$1,926.00), to be distributed as follows:

Wilbert Guyden	\$268.00
Riley Samuel	\$208.00
Tillie Robinson	\$282.00
Pauline Henderson	\$342.00
Robert Castle	\$ 54.00
Lester Houston	\$224.00
Leslie Houston	\$440.00
Willie Williams	\$108.00

4. That Plaintiff is entitled to its costs in this action in the amount of \$.....

Let judgment and decree be entered in accordance herewith.

Dated this 8th day of June, 1950.

/s/ GEORGE B. HARRIS,
United States District Judge.

Affidavit of Service by Mail attached.

Lodged May 23, 1950.

[Endorsed]: Filed June 8, 1950.

United States District Court for the Northern
District of California, Southern Division
No. 28995

UNITED STATES OF AMERICA,

Plaintiff,

vs.

HENRY JOHNSON,

Defendant.

JUDGMENT AND DECREE

Findings of Fact and Conclusions of Law having
been filed herein,

Whereas, by reason of the law, the evidence and
the premises contained in said Findings and Con-
clusions,

It Is Hereby Ordered, Adjudged and Decreed
that the defendant, Henry Johnson, his attorneys,
agents, employees, servants and all other persons
in active concert or participation with the defen-
dant, be, and they hereby are permanently enjoined
and restrained from directly or indirectly demand-
ing, accepting or receiving rents in excess of the
maximum rents established by any regulation or
order heretofore or hereafter adopted pursuant to
the Housing and Rent Act of 1947, as heretofore
or hereafter amended, or extended, or superseded,
or from engaging in any acts or practices which
constitute or will constitute a violation of the said
Housing and Rent Act, or of any regulation or
order adopted pursuant thereto.

It Is Further Ordered, Adjudged and Decreed
that the defendant, Henry Johnson, be and he

hereby is required and directed to forthwith make restitution to the Plaintiff on behalf of the herein-after-named tenants, overcharged by the defendant for rental of the housing accommodations specified in this cause, in the amount of One Thousand Nine Hundred Twenty-six and no/100 Dollars (\$1,926.00), said payment to be made to the Treasurer of the United States, at the Office of the Housing Expediter, Litigation Section, 821 Market Street, San Francisco, California, to be distributed as follows:

Wilbert Guyden	\$268.00
Riley Samuel.....	\$208.00
Tillie Robinson	\$282.00
Pauline Henderson	\$342.00
Robert Castle	\$ 54.00
Lester Houston	\$224.00
Leslie Houston	\$440.00
Willie Williams	\$108.00

It Is Further Ordered, Adjudged and Decreed that Plaintiff recover its costs in this action in the amount of \$73.10.

It Is Further Ordered, Adjudged and Decreed that execution of this Judgment and Decree shall be and is hereby stayed for thirty (30) days from the date of entry hereof.

Dated this 8th day of June, 1950.

/s/ GEORGE B. HARRIS,

United States District Judge.

Affidavit of Service by Mail attached.

Lodged May 23, 1950.

[Endorsed]: Filed June 8, 1950.

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice is hereby given that Henry Johnson, the defendant above named, hereby appeals to the United States Court of Appeals for the Ninth Circuit from the final judgment entered in this action on June 8th, 1950.

/s/ REED M. CLARKE,
Attorney for Appellant.

[Endorsed]: Filed August 1, 1950.

[Title of District Court and Cause.]

DESIGNATION OF CONTENTS OF RECORD
ON APPEAL

Appellant designates the entire record, consisting of the following, to be contained in the record on appeal in the above-entitled action:

1. Complaint.
2. Answer.
3. Transcript of the testimony offered or taken, the evidence offered or received, all rulings, acts, or statements of the court, also all objections or exceptions of counsel and all matters to which the same relate.
4. Findings of fact and conclusions of law.
5. Judgment.

6. Notice of Appeal.
7. This designation.
8. Designation, if any, by appellee of additional matters to be included in the record.

Dated: August 5, 1950.

/s/ REED M. CLARKE,
Attorney for Appellant.

Affidavit of Service by Mail attached.

[Endorsed]: Filed August 5, 1950.

[Title of District Court and Cause.]

ORDER EXTENDING TIME TO DOCKET

Good cause appearing therefor, it is hereby ordered that the Defendant-Appellant herein may have to and including October 20, 1950, to file the Record on Appeal in the United States Court of Appeals in and for the Ninth Circuit.

Dated: September 8, 1950.

/s/ LOUIS GOODMAN,
United States District Judge.

[Endorsed]: Filed September 8, 1950.

In the Southern Division of the United States District Court, for the Northern District of California

No. 28995

UNITED STATES OF AMERICA,

Plaintiff,

vs.

HENRY JOHNSON,

Defendant.

Before: Hon. George B. Harris,
Judge.

REPORTER'S TRANSCRIPT

Appearances:

For the Plaintiff:

RAYMOND J. FOX, ESQ.

For the Defendant:

REED M. CLARK, ESQ.

Friday, May 12, 1950, at 10:00 o'Clock A.M.

The Clerk: The case of United States of America versus Henry Johnson for trial.

Mr. Fox: Ready.

Mr. Clarke: Ready.

The Clerk: Your Honor please, may the record show that the United States is here represented by Raymond J. Fox, and the defendant is represented by Mr. Reed M. Clarke.

Mr. Fox: Your Honor please, this is a case brought by the Housing Expeditor in behalf of the

United States against Henry Johnson for rent over-charges, for an injunction and restitution and treble damages resulting from rent overcharges at 1493, 95 and 97 O'Farrell Street, brought under the emergency price control act of 1942, as amended, and the housing and rent act of 1947, as amended.

A motion for summary judgment was denied in this matter and at that time Judge Goodman signed a pre-trial order, or entered a pre-trial order which was later signed by him, which limits the issue to one issue, which is that of collection of rents, the only issue involved, Your Honor. All other things have been admitted by the pleadings, the names of the tenants, the period of occupancy and the legal maximum rents. I think, Mr.—

Mr. Clarke: We agree, the pleadings do admit all except the alleged overcharges; that is denied.

The Court: All right, just an accounting matter, is it? [2*]

Mr. Fox: It is to some extent, Your Honor. There is, maybe some discrepancies in the amounts, the testimony as to the amounts of overcharges and whether some of the tenants owe money or not.

The Court: Judge Goodman ordered that there were no remaining material issues in this matter except rents actually collected from the various tenants, that at the time of trial evidence will be taken solely on this point. Names of tenants, periods of occupancy and legal maximum rents are admitted by the defendant?

Mr. Clarke: That is right.

* Page numbering appearing at top of page of original Reporter's Transcript of Record.

The Court: Amounts actually collected by the defendant.

Mr. Clarke: We claim that we have charged and collected the legal maximum rent.

Mr. Fox: Call Riley Samuel.

RILEY SAMUEL

called as a witness in behalf of the Government, sworn.

The Clerk: Will you state your full name to the Court?

A. Riley Samuel.

The Clerk: Riley Samuel?

A. Right.

Direct Examination

By Mr. Fox:

Q. Mr. Samuel, you lived at 1493 O'Farrell Street? A. I did [3]

Q. Apartment number 4, is that right?

A. That's right.

Q. During that period what rent did you pay?

A. \$32.00 a month.

Mr. Clarke: \$32.00 a month is that it?

The Witness: That's right.

The Clerk: So the witnesses may hear what you say, speak up and speak toward this, will you?

Mr. Clarke: Just a moment, Your Honor.

Q. (By Mr. Fox): Mr. Johnson—who did you pay your rent to?

A. I paid it to Mr. Johnson.

(Testimony of Riley Samuel.)

Q. Did Mr. Johnson ever give you any receipts?

A. Yes, I got my receipt.

Q. Are these receipts Mr. Johnson gave you?

A. Yeah.

Mr. Fox: I have here, Your Honor, receipts from December 1, 1947—

Mr. Clarke: That December, counsel?

Mr. Fox: Excuse me, from June 2, 1947, through June 2, 1949, for three years, receipts.

The Court: Showing payments made in the amount of \$32.00?

Mr. Fox: Showing payments in the amount of \$32.00 for each month during that period.

Mr. Clarke: Just a moment, Your Honor.

Mr. Fox: I offer these in evidence, Your Honor.

The Court: Yes, sir.

The Clerk: Exhibit marked Government's Exhibit 1 in evidence.

(Whereupon the receipts above referred to, were marked Government's exhibit 1 in evidence.)

Mr. Clarke: If Your Honor please, we ask that the receipts subsequent to—just a moment, Your Honor. Withdraw that statement, Your Honor.

Mr. Fox: Your witness.

Mr. Clarke: No questions.

The Court: Call the next witness.

Mr. Fox: Mrs. Tillie Robinson, step forward.

The Court: Let us go right along, counsel.

Mr. Fox: Yes, sir.

MRS. TILLIE ROBINSON

called as a witness on behalf of the Government, sworn.

The Clerk: Will you state your full name to the Court?

A. Mrs. Tillie Robinson.

The Court: Affidavits are on file sworn by these witnesses?

Mr. Fox: Yes, Your Honor.

Direct Examination

By Mr. Fox:

Q. Mrs. Robinson, did you live at 1495 O'Farrell Street? A. I did.

Q. During the time you lived there how much rent did you pay? [5]

A. Well, I paid \$10.00 which I paid, \$10.00 and I paid \$8.00.

Q. This is per week?

A. Yes. The one while I paid seven and—

The Court: Per week or per month?

The Witness: Per week.

The Court: You're schedule annexed to the complaint shows \$8.00 a month, counsel. Did you pay \$8.00 a month or \$8.00 a week?

The Witness: A week.

Mr. Fox: Your Honor, I believe the rent collected on my copy it says \$8.00 a week.

Mr. Clarke: Also \$7.00 a week for part of the time.

(Testimony of Mrs. Tillie Robinson.)

The Court: On the schedule which is annexed to the complaint on file here shows Mrs. Tillie Robinson, item 1-D, room 4, \$8.00 rent, 10/1/46, 11/1/46, \$40.00 a month rent collected, maximum legal rent \$8.00 a month—it should be \$32.00—transposition there, isn't that true? It should be \$32.00 and \$8.00 is the amount of overcharge, is that right?

Mr. Fox: That is right, your Honor.

The Court: All right. So \$8.00 is the amount of the overcharge, if any, as alleged. Is that one month?

Mr. Fox: Yes, sir, your Honor.

The Court: Will you clear that up?

Mr. Fox: I will change that.

The Court: Change that on your sheet. [6]

Mr. Fox: That is item 1.

The Court: Item 1-D. It will be \$32.00 and a net difference in the amount of overcharge would be \$8.00 on that one month. Does she have receipts for that \$32.00?

Mr. Fox: Yes, your Honor.

The Court: Offer the receipt in evidence. Can't you stipulate to these, counsel? Any dispute on these matters?

Mr. Clarke: I understood there was.

The Court: It is a matter of receipt.

Mr. Clarke: If they are all matters of receipt, of course, we have to admit.

Mr. Fox: I have receipts for all of these overcharges.

The Court: Do you?

(Testimony of Mrs. Tillie Robinson.)

Mr. Fox: Yes, your Honor.

The Court: They should be a matter of stipulation, then.

Mr. Clarke: No need of tying up the court's time.

Mr. Fox: I can go over with Mr. Clarke here the receipts and show him each and every receipt there is. Naturally there are some missing and in one case the tenant had no receipts and that of—

The Court: Better go ahead, I see no sense here in taking up a day to try this case.

Mr. Clarke: I think we might be able, your Honor, we can go over these receipts together. I understand your Honor has to adjourn court at eleven anyhow and we might be able to [7] stipulate to a judgment.

The Court: All right, then.

Mr. Clarke: Might be able to save a great deal of Your Honor's time and the Court's time.

Mr. Fox: There is only one witness who has no receipts, maybe—

The Court: Put him on the stand.

Mr. Fox: You may be excused.

(Witness excused.)

The Court: And in addition these witnesses have filed affidavits and they are on file. Seems to be no dispute in the amounts.

Mr. Fox: That is right.

WILBERT GUYDON

called as a witness on behalf of the Government, sworn.

The Clerk: Will you state your full name to the Court, please?

A. Wilbert Guydon.

Direct Examination

By Mr. Fox:

Mr. Guydon, you lived at 1493 O'Farrell Street?

A. I did.

Q. Room number 2? A. 2.

Q. How much rent did you pay there? [8]

A. \$8.00 a week.

Q. \$8.00 a week. Did you pay that all the time?

A. No.

The Court: Correction should be noted. The schedule shows \$7.50 per week.

Mr. Fox: Your Honor, I believe farther down it shows \$8.00 per week.

The Court: On what item?

Mr. Fox: On one item for 19 weeks.

The Court: Yes.

Q. (By Mr. Fox): But previously to that I believe he paid \$7.50, I was going to ask him—did you ever pay \$7.50 a week?

A. When I did pay it was, we had a trial about something.

Mr. Clarke: I didn't understand.

The Witness: Go to Court and that is when they cut it to \$7.00. I paid from October 7 until Decem-

(Testimony of Wilbert Guydon.)
ber, \$7.50, and raised it back to \$8.00. That was in
'47.

Mr. Clarke: What year, October to December,
what year?

The Witness: 1946.

Mr. Fox: 1946, you paid how much?

The Witness: \$10.00 then. I paid \$10.00 a week
in '46 up until we had a trial.

Q. (By Mr. Fox): And from October, 1946,
what did you start paying then? [9]

A. I paid in October of 1946, I paid, went to
Court in December and I paid the back rent up
until, up from October as \$7.50.

Q. \$7.50 a week?

Mr. Clarke: Frankly, counsel, your Honor, I
don't understand what the witness means when he
says he went to Court. The only time we have been
in Court is today.

Mr. Fox: It was another matter.

Q. Was it not some other matter you went to
Court on?

A. Yes, he wouldn't take my rent, some guy
came to visit, and he wouldn't take my rent. On
October 18, I went down to pay him and he wouldn't
take it and I stayed there until December, when I
had to go to Court.

Q. Is it your testimony you paid \$7.50 per week
from October, 1946, to June, 1947?

A. No, I did not until June, 1947, he raised after
that around January in 1947?

Q. March, 1947?

(Testimony of Wilbert Guydon.)

A. Somewhere, I just don't remember now.

Mr. Fox: Your Honor, there is a correction that should be made in the complaint which I think can be done with a stipulation of counsel—from October, 1946—

The Court: To March 2, 1947?

Mr. Fox: To March 2, 1947, and then from March 2, 1947, to June 18, 1949, he paid \$8.00 per week. [10]

Mr. Clark: Which we deny, and I am going to put a witness on for that.

The Court: All right, this is a disputed item then, Mr. Clarke?

Mr. Clarke: That's right.

Mr. Fox: That is all I have for this witness.

Mr. Clarke: That is all.

The Court: The purport of this testimony is that he paid—what is your version of it, counsel?

Mr. Fox: He paid \$7.50 per week, your Honor, from August 11, 1946.

The Court: Yes.

Mr. Fox: To March 2, 1947.

The Court: Yes.

Mr. Clarke: Wait, now—March 2, 1947—yes.

Mr. Fox: And he thereafter, from March 2, 1947, to June 18, 1949, paid \$8.00 a week.

The Court: \$8.00 instead of \$7.50.

Mr. Fox: Yes, there is an error in the complaint. Item 1-B remove entirely, that is covered down below in Item 2-A, which is Wilbert Guydon. Farther down on the sheet, your Honor.

(Testimony of Wilbert Guydon.)

The Court: Yes, number 2-A might be substituted in lieu of 1-B.

Mr. Fox: We will remove that 1-B item, if it is so stipulated by counsel. [11]

The Court: 1-B should go out as a duplicate; 2-A is a duplicate.

Mr. Fox: That is right, your Honor.

The Court: At least—

Mr. Clarke: Shall I call my witness?

The Court: I am striking the 1-B of this schedule as apparently a duplication, is that right, sir?

Mr. Fox: Yes, your Honor.

The Court: And 1-B is integrated, apparently in 2-A, which calls for an overpayment of an alleged amount of \$238.00.

Mr. Fox: The items under one were items under the Emergency Price Control Act; the items two of the complaint are items under the Housing and Rent Act of 1947.

The Court: Yes.

Mr. Fox: Starting on June 30, 1947.

The Court: All right. This item then as to Wilbert Guydon stands disputed.

Mr. Clarke: That is right.

The Court: Any other disputed items, subject to check by counsel, on the receipts?

Mr. Fox: I have, your Honor, receipts for all others.

The Court: You have receipts for all other items?

(Testimony of Wilbert Guydon.)

Mr. Clarke: I want to put on some testimony as to this item, if I may.

The Court: What about the question of maximum legal rental; [12] any dispute on that score?

Mr. Fox: Your Honor, that was admitted.

Mr. Clarke: That is the registered—Mr. Johnson.

The Court: What is your defense, Mr. Clarke, if any?

Mr. Clarke: That this man did not collect from Guydon any such figure.

The Court: Guydon is the only matter in dispute?

Mr. Clarke: I don't know until I see these receipts.

The Court: All right.

HENRY JOHNSON

called as a witness on behalf of the defendant, sworn.

The Clerk: Will you state your full name to the Court, please?

A. Henry Johnson.

Direct Examination

By Mr. Clarke:

Q. What is your business, Mr. Johnson?

A. Well, I am a—my occupation is chair car porter with the Southern Pacific.

(Testimony of Henry Johnson.)

Q. And how long have you been with the S.P.?

A. 8 years.

Q. Now, you know, of course, Mr. Guydon lived at your place? A. Yes, sir.

Q. How much rent did Guydon pay?

A. Guydon paid \$7.00. I registered the place at \$10.00 and [13] Guydon was cut down to \$7.00 and then he brought his son in and brought his niece in, four of them in one room. That is when I refused to take his money.

Q. I see, has he ever paid you in excess of \$7.00?

A. No more than \$7.00 is all Guydon paid.

Q. Now, when was it that you registered the place at \$10.00?

A. When I went down to the O.P.A. and registered and I staggered the rent around myself.

Mr. Clarke: Your witness.

Cross-Examination

By Mr. Fox:

Q. You say Mr. Guydon paid you \$8.00?

A. \$7.00.

Q. \$7.00 per week? A. Yes.

Mr. Fox: I guess no other questions, Your Honor.

Mr. Clarke: That is all, Mr. Johnson, for the moment.

Mr. Clarke: Mrs. Johnson.

MRS. HENRY JOHNSON

called as a witness on behalf of the defendant, sworn.

The Clerk: Will you state your full name to the Court, please?

A. Mrs. Henry Johnson.

The Clerk: Mrs. Henry Johnson?

A. That's right. [14]

Direct Examination

By Mr. Clarke:

Q. Mrs. Johnson, what rent did Mr. Guydon pay? A. Mr. Guydon paid \$7.00.

Q. Has he ever paid more than \$7.00?

A. No, Mr. Guydon, when he came in he paid, when he first came and take the room.

Q. Yes. A. It was a \$10.00 room.

Q. That was what it was registered for?

A. Then, but then after he paid seven.

Q. \$7.00.

A. And he had the room full of people, but the other—

Mr. Fox: Counsel, there is no dispute on the maximum rent?

Mr. Clarke: No, but it is a retroactive order, isn't it?

Mr. Fox: No order concerning that room.

Mr. Clarke: I think we can stipulate to these various facts when we get—

The Court: Do you have any books of account, Mr. Guydon keep books of account at all?

(Testimony of Mrs. Henry Johnson.)

Mr. Fox: No—

The Court: Johnson, pardon me. I meant Mr. Johnson. No books?

Mr. Clarke: No.

Mr. Fox: I have no questions to ask.

Mr. Clarke: That is all for the moment, Mrs. Johnson.

The Court: Step down. [15]

(Witness excused.)

Mr. Fox: In view of the fact that counsel stipulated to the maximum rents I didn't bring any records of the maximum rents into Court, Your Honor, and as to whether or not this apartment, or this room, number 2, ever had a \$10.00 per week maximum rent, I wouldn't be able to say at this point.

The Court: Number 2 in the Guydon transaction?

Mr. Clarke: That is right.

Mr. Fox: That is the one, we were just discussing and I don't think it is—in view of the fact the maximum rent is \$6.00 a week during the period Mr. Guydon was there—

The Court: Do you have the amount of overcharge in there?

Mr. Fox: It is around \$2000.00 in the whole.

The Court: Conceding that the receipts be in order and conceding that claim is as alleged, it is a very substantial amount of money.

Mr. Clarke: If Your Honor please, may I sug-

gest, as long as Your Honor is going to adjourn until 2:30, 2:15, if Your Honor takes the adjournment now, counsel and myself—

The Court: I will be glad to, Mr. Clark. If there be any items that you are in dispute concerning, I would suggest you have your witness remain over, these witnesses.

Mr. Fox: Yes.

The Court: And in the meantime go over the items. Apparently just the amount due. [16]

Mr. Fox: There are, naturally, in some instances, not all the receipts are there.

The Court: Those showed continuity?

Mr. Fox: Continuity of receipts, yes, sir.

The Court: All right. Recess until two o'clock, two fifteen.

(Thereupon an adjournment was taken until 2:15 p.m. this afternoon.) [16-A]

Friday, May 12, 1950, at 2:15 P.M.

The Clerk: The case of the United States of America versus Henry Johnson on trial.

Mr. Clarke: Ready.

Mr. Fox: Ready. Your Honor, during the recess Mr. Clarke and I have gone over each and every one of these tenants and the amount of money they paid and in the course of our discussion we found that there were certain discrepancies in the maximum legal rent as shown on our complaint, so even though Mr. Clarke has agreed to the maximum rents, I think we can stipulate to certain changes being made.

Mr. Clarke: That is right.

Mr. Fox: There are three tenants which we have disputes as to the maximum rent, in view of the fact that Mr. Johnson states that there were more people in occupancy than the tenants state, so that in those cases we might have to take testimony, Your Honor.

Mr. Clarke: Very short.

The Court: All right.

Mr. Clarke: May I just explain to Your Honor?

The Court: Yes.

Mr. Clarke: That apparently this is a sliding scale, so much for one person, a little more for two and a little more for three, so Your Honor will understand.

Mr. Fox: I will call Mr. Wilbert Guydon. He was sworn. [17]

The Court: He has been sworn?

The Clerk: Yes.

WILBERT GUYDON

recalled as a witness on behalf of the Government, previously sworn.

The Clerk: The witness on the witness stand is Wilbert Guydon, G-u-y-d-o-n, heretofore sworn.

Direct Examination

By Mr. Fox:

Q. Mr. Guydon, while you were in occupancy at 1493 O'Farrell Street how many persons occupied your room?

(Testimony of Wilbert Guydon.)

A. Well, sometime, there was my son, until I told him about my son-in-law coming to visit me—I told him my son was coming to visit me. He said it would be all right. He said he would make arrangements, so he came out in October and he didn't make no arrangement after he got here, so I got him a cot and my sister-in-law, she came on too and she went to work for Christian and that is where she was working, also staying there, but come on Thursday and on Sundays is off.

Q. You testified that from—most of that period two occupied that room? A. Yes.

Mr. Fox: And the legal maximum rent for two, Your Honor, is \$6.00 per week, which is in accordance with our—

The Court: Yes. [18]

Cross-Examination

By Mr. Clarke:

Q. Mr. Guydon, didn't your sister-in-law sleep there a great part of the time?

A. No, she didn't.

Q. Your're positive of that? A. Positive.

Mr. Clarke: Okay.

Q. Do you owe any rent?

A. No, I don't, not one penny.

Q. Okay, that is all.

Mr. Fox: That is all of that.

The Court: That is all, step down.

(Witness excused.)

Mr. Fox: Mrs. Tillie Robinson. Her case also is a question of occupancy. She has not been sworn.

The Court: Tillie Robinson was sworn. The witness is

MRS. TILLIE ROBINSON
heretofore sworn.

Direct Examination

By Mr. Fox:

Q. Mrs. Robinson, you lived at 1495 O' Farrell Street? A. I did.

Q. During that period how many persons occupied your room?

A. Well, just about a month or two my son come home from college and he stayed there until we took another room and then they moved on Bush, 2827 Bush, and I acquired the room by myself, because I am a widow. [19]

Q. How long was your son with you?

A. Oh, about, probably two months.

Q. Two months about the entire period you were there? A. That's right.

Q. And all other times you were alone?

A. I was alone, definitely.

Mr. Fox: That is all I have.

Mr. Clarke: Just a minute.

Cross-Examination

By Mr. Clarke:

Q. Mrs. Robinson, isn't it a fact that your son occupied the place with you for many months?

A. It is not.

Mr. Clarke: That is all.

Mr. Fox: That is all.

The Witness: Thank you.

The Court: You may step down.

(Witness excused.)

Mr. Fox: Your Honor, the legal maximum rent for one person,—\$22.00 for two persons, \$22.00 per month, is at the rate of \$5.50 per week; one, \$18.00 a month and \$4.50 per week. I am going to stipulate that there were two people.

Mr. Clarke: I have testimony repudiating that.

Mr. Fox: Miss Pauline Henderson.

The Court: The schedule shows \$4.50 a week on Tillie Robinson. [20]

Mr. Fox: That is right, Your Honor.

The Court: Is that correct?

Mr. Fox: \$4.50 per week for one and \$5.50 per week for two.

PAULINE HENDERSON

called as a witness on behalf of the government, sworn.

The Clerk: Will you state your full name to the Court, please?

A. Pauline Henderson, H-e-n-d-e-r-s-o-n.

Direct Examination

By Mr. Fox:

Q. Mrs. Henderson, you lived at 1495 O'Farrell Street, room number 1? A. Yes, I did.

(Testimony of Pauline Henderson.)

Q. During the period that you lived there how much rent did you pay?

A. The first year I paid \$10.00 and I was paying \$7.00 for two months, a week, and after that I paid \$8.00 a week until I moved away from there.

Q. How many people lived in your room?

A. Only one.

Q. Nobody else?

A. No one lived there but me, when I paid my rent.

Mr. Fox: That is all.

Cross Examination

By Mr. Clarke:

Q. Isn't it a fact that most of the rent was [21] paid by a man?

A. No, indeed, my friend, I paid the rent, I worked and I pay my own rent.

Q. Mrs. Henderson, what man was it—did you ever have a man pay your rent? A. Never.

Q. Did you ever give a man some money and tell him to go up—

A. (Interrupting): No, sir, never, no man paid my rent; I paid my own.

Q. Wasn't there a period of five months you didn't pay a cent?

A. I pay my rent all the time, I had a savings account and I paid it all the time.

Q. Is it or is it not true that for five months you never paid one penny? A. It isn't true.

Mr. Clarke: All right, that is all.

Mr. Fox: The rest of the tenants we agree as to the occupancy, Your Honor. There are no others.

Mr. Clarke: I think that is correct.

HENRY JOHNSON

the defendant recalled, having been previously sworn, testified as follows:

The Clerk: The witness on the witness stand is Henry Johnson, heretofore sworn. [22]

Direct Examination

By Mr. Clarke:

Q. Mr. Johnson, how many people occupied the apartment that was rented to Pauline Henderson?

A. Two.

Q. And who was the other party?

A. John Henderson, a man I rented to.

Q. John Henderson?

A. I rented it to him and another woman first and second he brought in this other woman claiming that was his real wife.

Q. You originally rented the place to two, Mr. John Henderson and some other woman?

A. Another woman he brought there first.

Q. After Pauline came in did Mr. John Henderson continue to live there?

A. Continued on there until they busted up.

Q. Anybody else occupy the place?

A. She had somebody up there off and on all the time.

Q. I see. Who paid the rent?

(Testimony of Henry Johnson.)

A. She paid the rent down, as long as she had a job.

Q. Does she owe you any rent?

A. Well, I gave her quite a bit of rent, but I can't disrecall just exactly how much it was, but she got out of a job and she was out of a job for quite awhile.

Q. About how long?

A. That woman was out of a job five, six months.

Q. Yes, and during that time did she pay you rent? [23]

A. When she began to get a little money. I gave that woman credit.

Q. You let her stay without paying rent?

A. I let her stay there.

Q. And she never has paid that rent?

A. Oh, no, she ain't paid, she moved, and I didn't know she was even gone.

Cross-Examination

By Mr. Fox:

Q. Mr. Johnson, with respect to Pauline Henderson, you state that she lived there rent free for a period without paying any rent, for a period of time? A. Oh, yes, she did.

Q. How long was that, do you know?

A. Oh, I don't know just the day, but it was quite a long period, five or six months. The woman was out of work and had no money.

Mr. Fox: That is all.

(Testimony of Henry Johnson.)

Redirect Examination

By Mr. Clarke:

Q. Now, with respect to Mr. Guydon, Guydon, whatever his name is, how many people occupied that place?

A. From three to four all the time.

Q. I see, and do you know who they were and what relation?

A. Yes, it was his son and sister-in-laws and it was a sister-in-law and his son.

Q. Sister-in-law and son? [24]

A. So they tell me, a son. I imagine it was a son, all right.

Q. You testified this morning that as to Mr. Guydon he paid how much? A. \$7.00 a week.

Q. Never any more? A. Never no more.

Q. Now, as to Robert Castle, does he owe you any rent?

A. Does he owe me any rent? He owes me 21 days rent now.

Q. At \$6.00 a week, the legal rent, that is \$18.00. Now, Tillie Robinson, how many people occupied her apartment?

A. Tillie Robinson, her brother-in-law rented that apartment and he rented that apartment himself.

Q. Yes.

A. And her and her son occupied it.

Q. Did—now, she has testified—

A. (Interrupting): When he came in, all three of them had keys to the apartment, all three of

(Testimony of Henry Johnson.)

them carried keys when they come in. Of course, he stayed on the water all the time, most of the times, mostly two or three months, when he came in, why, he hung his hat up.

Q. Now she has testified here that her son was not there much over a month. Is that true?

A. Everyone had a key to that room, that at all times they come and go when they got ready.

Q. While I have you on the witness stand I call your attention [25] to the registration.

Would you mark this for identification?

Mr. Fox: Those the originals?

The Court: You can withdraw them.

Mr. Clarke: Yes.

The Clerk: Marked defendant's exhibit A for identification.

Mr. Fox: Offer them in evidence by stipulation.

Mr. Clarke: We will offer them by stipulation in evidence.

The Clerk: Marked defendant's exhibit A in evidence.

(Whereupon the document above referred to, marked defendant's exhibit A, was received in evidence.)

Mr. Clarke: Thank you.

Q. I show you two portions—withdraw that. When did you buy this place, Mr. Johnson?

A. '45

Q. 1945? A. 1945.

Q. Now, I show you two sheets, one bearing a date April 4, 1945, showing a registration of \$10.00

(Testimony of Henry Johnson.)

for the following apartments at 1493: 1, 2, 3, 4, 5, 6, and 7 what purports to be your signature at the bottom and ask you if that is your signature when you registered?

A. Yes, when I registered.

Q. Yes. Now, I show you another portion of this exhibit which is dated April 4, 1946, and which registers apparently 1493 [26] —that is a copy—I will withdraw that.

Q. I will show you another sheet dated April 3, 1946, which purports to be a registration of apartment 8 at 1493 and apartments 1, 2, 3, 4, 5 and 6 at 1495, and ask you if that is your signature down at the bottom there?

A. Yes, that is me, I registered.

Q. In other words, you registered—also show you another sheet bearing the date April 3, 1946, purporting to register, at 1495 O'Farrell, apartments 7 and 8, and at 1497 apartments 3, 4, 5, and 7, each at \$10.00, and ask you if that is also your signature?

A. Yes.

Q. I show you a portion of this same document bearing the date October 7, 1945—

Mr. Fox: 1946.

Mr. Clarke: I beg your pardon, 1946.

Q. (Continuing): Purporting to change the registration to certain weekly rates and monthly rates set forth therein. I will ask you if you ever received a copy of that document or ever heard of it until this action came up?

A. I registered the place in '45. I never got no breakdown papers, never received no reducement papers from that time up until this come up.

(Testimony of Henry Johnson.)

them carried keys when they come in. Of course, he stayed on the water all the time, most of the times, mostly two or three months, when he came in, why, he hung his hat up.

Q. Now she has testified here that her son was not there much over a month. Is that true?

A. Everyone had a key to that room, that at all times they come and go when they got ready.

Q. While I have you on the witness stand I call your attention [25] to the registration.

Would you mark this for identification?

Mr. Fox: Those the originals?

The Court: You can withdraw them.

Mr. Clarke: Yes.

The Clerk: Marked defendant's exhibit A for identification.

Mr. Fox: Offer them in evidence by stipulation.

Mr. Clarke: We will offer them by stipulation in evidence.

The Clerk: Marked defendant's exhibit A in evidence.

(Whereupon the document above referred to, marked defendant's exhibit A, was received in evidence.)

Mr. Clarke: Thank you.

Q. I show you two portions—withdraw that. When did you buy this place, Mr. Johnson?

A. '45

Q. 1945? A. 1945.

Q. Now, I show you two sheets, one bearing a date April 4, 1945, showing a registration of \$10.00

(Testimony of Henry Johnson.)

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A. Yes, when I registered.

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Q. In other words, you registered—also show you another sheet bearing the date April 3, 1946, purporting to register, at 1495 O'Farrell, apartments 7 and 8, and at 1497 apartments 3, 4, 5, and 7, each at \$10.00, and ask you if that is also your signature?

A. Yes.

Q. I show you a portion of this same document bearing the date October 7, 1945—

Mr. Fox: 1946.

Mr. Clarke: I beg your pardon, 1946.

Q. (Continuing): Purporting to change the registration to certain weekly rates and monthly rates set forth therein. I will ask you if you ever received a copy of that document or ever heard of it until this action came up?

A. I registered the place in '45. I never got no breakdown papers, never received no reducement papers from that time up until this come up.

(Testimony of Henry Johnson.)

Q. And that is also true with another portion of the document bearing the date September 7, 1949; you never had a copy of that? [27]

A. The last.

Q. You did get a copy?

A. They sent me a copy of this '49.

Q. So in other words during all of this time you believe, did you not, that \$10.00 was the legal rent to be charged?

A. Absolutely, I swear. Registered and staggered down the different rooms on account of people had been there quite a bit, well, due to the fact that I registered it and that is why I kept the best part of it, while I registered, of course, I gave other people the benefit of the doubt, I gave them everything that could be given to them.

Recross-Examination

By Mr. Fox:

Q. Mr. Johnson—we have stipulated, your Honor, that this can be introduced in evidence.

Mr. Clarke: Surely.

Q. (By Mr. Fox): The first that Mr. Clarke read off were the registrations as Mr. Johnson registered them. The third is the order of the rent director reducing the rents in accordance with the comparable rents in the area, which was dated October 7, 1946.

Q. You state you have never seen this?

A. Never sent me anything.

Mr. Fox: Well, your Honor, then there is nobody in Court, can't find anybody today that could

(Testimony of Henry Johnson.)

state whether such and such a thing has been mailed, but it is presumed mailed by the [28] area rent office.

The Court: Do you dispute the mailing?

Mr. Clarke: Pardon?

The Court: Do you dispute the receipt of that document?

Mr. Clarke: No, never received it, that is what—

Mr. Fox: That is the dispute.

Mr. Clarke: I am trying, in other words, to show, your Honor, a negative—any idea of a reference of deliberate violation.

Mr. Fox: In any event, these are still the legal rents.

The Court: Have you anyone who would testify that that was mailed in the regular course?

Mr. Fox: Your Honor, it is 1946 and I doubt if I could find the person who actually would even remember sending out these in the ordinary course, at least this particular document.

Q. With regard to your testimony concerning Tillie Robinson, Mr. Johnson, you stated that she and her son stayed there, is that right?

A. Yes, sir, and her brother-in-law, he was there, he was the man that got the money for her and he was the one that made the arrangements.

Q. Is it your testimony then that Mrs. Robinson's son stayed there all the time with her?

A. He had a key all the time, he come and go when he got ready. [29]

(Testimony of Henry Johnson.)

Q. But he wasn't there actually all the time?

A. I don't watch the rooms to see just who is up there, I just seen them coming and going.

Q. With respect to the, to the testimony concerning Mrs. Henderson, Pauline Henderson, you stated that there were two people occupying her room?

A. Absolutely there was two—first of all may I say I never sleep one person in a room, never did. I always made that plain, everybody that come by.

Q. Did you ever see the person who occupied the room with her? A. John Henderson.

Q. Was John Henderson her husband?

A. Well, I don't know, that is what he said, she is going under the Henderson name.

Q. Doesn't Pauline Henderson have a sister?

A. Yes, she has got a sister.

Q. Her sister's name is also Henderson, is it?

A. Not as I knows it. Could be, I don't know, I don't know even what her sister's name is.

Q. With respect to the testimony of Wilbert Guydon, you state that he had, you state he had three to four? A. From three to four.

Q. Three to four people.

Mr. Fox' Your Honor, those people—

The Court: How big are the rooms? [30]

Q. (By Mr. Fox): How big is room number 2?

A. 20 by 20.

Q. 20 by 20?

The Court: 20 by what?

The Witness: 20 by 20.

(Testimony of Henry Johnson.)

Mr. Fox: Four people living in a room 20 by 20?

A. Absolutely, I was up there once when they were sleeping, the others up there.

Q. Do you know which people?

A. His son and his sister-in-law.

Q. And who else?

A. His wife and him.

Q. That is four. And how long were his son and sister-in-law there?

A. I don't know he was up there for a long time because I take him to Court on account I was had all these people up there for \$7.00 a week and I didn't want but two people in those rooms.

Q. How old is this son?

The Court: Where did you take them to Court?

The Witness: Oh, why did we?

The Court: You had to take them to Court?

A. Yes, he went to court.

Q. (By Mr. Fox): How old is his son?

A. Oh, I don't know just exactly, but he is about at that [31] time, I imagine he was about ten, twelve years old, something like that, I imagine.

Mr. Fox: Your Honor, with respect to Mrs. Henderson, she said that she has somebody in the Courtroom who could testify, support her testimony if you wish. Mr. Castle is not here, so I am not able—

The Court: This business of four people in one room under the Guydon transaction, Mr. Guydon told us, mention was made in the earlier part of the

(Testimony of Henry Johnson.)

day that a suit was brought by the man against Guydon for eviction with respect to the other people.

The Witness: Yes.

The Court: To get them out?

The Witness: Yes.

The Court: Here in Municipal Court?

The Witness: No, it was in the City Hall.

Q. Did you get them out?

A. Well, once they didn't, they stayed on.

The Court: Four stayed there?

The Witness: Yes.

The Court: Well, that is something to consider on that score, they violate every health ordinance, four people in a room 20 by 20 violates the tenant act.

Mr. Clarke: No question.

The Court: I don't know how to consider that Guydon transaction, counsel. Better check that lawsuit. [32]

Mr. Fox: Check the lawsuit?

The Court: If there is a lawsuit on file it would give credence.

Mr. Fox: Your Honor, we are willing to stipulate there were three or four people as the suit will bear that out.

Mr. Clarke: I didn't handle that case, so I couldn't tell you.

The Court: You are willing to stipulate?

Mr. Fox: If the lawsuit would bear out the findings that they were.

(Testimony of Henry Johnson.)

The Court: Give credence to the man's testimony.

Mr. Fox: Yes, your Honor.

The Court: And if there is a lawsuit and if there was an eviction, sort of an order made for eviction, I would be inclined to believe this testimony on that score, some credible support.

Mr. Fox: With respect to that—

The Court: To that one transaction, on the Henderson transaction, there is some veiled allusions she was living with somebody there. This man thinks John Henderson—

Mr. Clarke: He goes one step further, he says John Henderson originally rented the place with another woman.

The Court: Of course, we are not trying Henderson's morals, or John Henderson's morals with this woman.

Mr. Clarke: I have one more witness. [33]

Mr. Fox: And I have, she said she would have a witness to support her on that score.

The Court: Is that all of this witness?

Mr. Fox: That is all.

The Court: Step down.

(Witness excused.)

Mr. Clarke: Mrs. Johnson.

MRS. HENRY JOHNSON

recalled on behalf of the defendant, previously sworn.

(Testimony of Mrs. Henry Johnson.)

The Clerk: She has already been sworn.

The Court: If it will save you any time, counsel, and expedite the hearing in this case I will tell you I am not going to allow treble damages.

Mr. Clarke: It will help.

The Court: I am not going to allow it.

Direct Examination

By Mr. Clarke:

Q. Now, Mr. Johnson, how many people occupied the apartment of Mr. Guydon? A. Four.

Q. And they—

The Court: Was that one?

Mr. Fox: Four.

The Court: Four.

The Witness: That was—you mean the room?

The Court: Guydon, that is room number 2? [34]

The Witness: 2.

The Court: Four people?

The Witness: Four people that was there.

Q. (By Mr. Clarke): Who were there?

A. Him and Mary and I don't know what the girl's name is, sister-in-law, I can't recall her name, and son.

Q. And his wife? A. That's right.

Q. Now, with respect to Tillie Robinson, how many people occupied that apartment?

A. Well, Robert Jean had a cot with his mother and stayed in there until his mother went to Texas

(Testimony of Mrs. Henry Johnson.)

and then went up on Bush Street. He lived—he and his wife lived—he didn't have a wife then, he was just there with his mother, just out of school.

The Court: Just out of school?

The Witness: Just out of school, yes, sir.

The Court: All right.

Q. (By Mr. Clarke): Now, with respect to Pauline Henderson, how many people occupied that place?

A. Mr. Henderson came in and rented the house. We don't rent rooms to singles, I don't have a single man, single woman in the room, they have to be couples. And Henderson came in and rented the room for him and his wife and be brought in the woman, we don't know who she was and stayed awhile, and [35] pretty soon, "Mrs. Johnson, I am bringing my wife home, she has been operated on." And he brought Pauline.

Q. He brought this lady?

A. Brought Pauline. And he occupied it until they got a scrumpage, stayed until they got into a scrumpage and he left and she called us both up there one night and asked us to please not put her out, because she didn't have no place to go and her husband was going and we just kept her in there.

Q. For how long a time did she fail to pay rent?

A. She failed to pay rent, she went home and when she come back, why, she lost her job, she lost her job and she couldn't pay rent, stayed along, paid the rent on time up until then.

Q. How long? [36]

(Testimony of Mrs. Henry Johnson.)

A. I think it was around, oh, about five months or more when she paid no rent. We didn't charge her and she asked me, "Mrs. Johnson, don't say nothing to the other people about this." And I says, "I will not, Pauline." I says, "This is mine, yours and dad's affairs."

Q. Now, about Robert Castle, does he owe you three weeks' rent?

A. Yes, sir, he does.

Q. \$6.00 a week, or \$18.00.

Mr. Clarke: Cross-examine.

Cross-Examination

By Mr. Fox:

Q. Mrs. Johnson, Robert Castle—

The Court: Room 6?

Mr. Fox: 2-C, your Honor.

The Court: Yes.

Mr. Fox: Mr. Johnson, with regard to Pauline Henderson, you stated that she didn't pay rent for five months? When was that period?

A. Well, it must have been, I didn't even keep the time that she was in there, because she wasn't paying money, we just give it to her and I didn't—

Q. Do you know what year it was?

A. Yes, it was just before she left. I think it was about—no, I don't, but she—anyway she knows she didn't, she knows. Asked me not to tell the people on the floor. She knows all about it, she knows she didn't do it. [37]

(Testimony of Mrs. Henry Johnson.)

Q. With respect to Mr. Castle, what three weeks does he owe you rent?

A. Before he left out there.

Q. He didn't pay the last three weeks just before he left?

A. Sure, you got it down when he left.

Q. Is it your testimony that Mrs. Henderson lived there alone, lived there with another person?

A. She never was alone, she had other people come in. Sure, she knew.

Q. Was there a Mr. Henderson?

A. Mr. Henderson, she got somebody else all the time.

Q. When did Mr. Henderson leave?

A. He was away from there for quite awhile.

Q. But she was—

A. I don't know when he quit this woman.

Q. So far as you knew she was alone, but people used to come in occasionally?

A. Why, sure; yes, sir. Come in, sure. She know I know it, she knows who it was that went up there.

Mr. Fox: That is all I have.

Redirect Examination

By Mr. Clarke:

Q. You never rent, Mrs. Johnson, to single people? A. No, I do not.

Q. Always a couple? [38]

A. That is all, I don't have singles.

Mr. Clarke: That is all.

(Witness excused.)

MRS. GEORGIA HOUSTON

called as a witness on behalf of the Government, sworn.

The Clerk: Will you state your full name to the Court?

A. Mrs. Georgia Houston.

Direct Examination

By Mr. Fox:

Q. Mrs. Houston, are you the wife of Leslie Houston? A. That's right.

Q. The tenant of apartment number—

A. 3.

Q. 3. During the period you were there did you know Pauline Henderson? A. Yes, I did.

Q. You know how many people lived in the apartment occupied by Pauline Henderson?

A. Well, as far as I remember, if there was anybody else there I don't know where she kept them.

The Court: What is that?

The Witness: Besides her.

Mr. Fox: She said if there was anybody else she didn't know where she kept them. [39]

The Court: Besides Mrs. Henderson?

The Witness: Besides Mrs. Henderson.

The Court: Never saw anyone there?

The Witness: No, sir.

The Court: Anyone by the name of John Henderson?

The Witness: No, sir.

The Court: Positive of that?

The Witness: I am positive.

(Testimony of Mrs. Georgia Houston.)

The Court: You're under oath.

The Witness: Yes, sir, I am positive.

Q. (By Mr. Fox): Did you ever have a conversation with Mrs. Henderson concerning the rent payments?

Mr. Clarke: Concerning what?

Mr. Fox: Rent payments.

A. I can state this reason with a clear mind, is this reason why Mrs. Henderson's receipt and mine was mixed once, I got her receipt and she got mine. Therefore, Mrs. Johnson had to come in with Pauline's receipt and give it to her and mine, because I realized it was \$8.00 on hers and it was \$10.00 on mine and therefore I knew mine, and she straightened it out for us.

Mr. Fox: That is immaterial.

Mr. Clarke: Just one question.

Cross-Examination

By Mr. Clarke:

Q. Do you know John Henderson? [40]

A. No, sir.

Q. Did you ever see him there or a man who calls himself John Henderson? A. No, sir.

Q. When did Mrs. Henderson first go into that place, if you know, the time.

A. She was there when we moved in.

Q. About when?

A. Oh, we moved in September, 1947.

Q. At the time she was living there, 1947?

(Testimony of Mrs. Georgia Houston.)

A. That is right.

Q. And didn't she ever discuss with you her husband John? A. No, sir, she never did.

Mr. Clarke: That is all.

The Court: How often did you go in this room?

A. Oh, quite often.

The Court: Morning, afternoon, night?

The Witness: Well, Mrs. Henderson worked and at the time I didn't, so therefore just, we didn't go in daily at either place.

The Court: Do you know whether she was ever married?

The Witness: Well, I couldn't swear, because I don't know.

The Court: But at least you never saw any man around there?

The Witness: That is right.

Mr. Clarke: That is all. [41]

Mr. Fox: I would like to call back Mrs. Henderson concerning her non-payment of rent for five months.

Mr. Clarke: She has testified to that.

The Court: She testified she paid in full.

Mr. Clarke: That is right.

Mr. Fox: Then there would be no——

The Court: No purpose in recalling her.

Mr. Fox: I have another witness, your Honor.

Mr. Clarke: Now, if your Honor please, at this time I am willing to enter into this stipulation and if your Honor would follow the exhibit there.

The Court: The schedule, Mr. Clarke, you have in mind?

Mr. Clarke: Schedule, yes. I want to state frankly at the outset that this stipulation is limited to the discrepancy between the \$10.00 in some cases \$8.00, charged and what this purports to be the legal rent, although it is uncontradicted, that this defendant thought at all times he was entitled to charge ten. Now, I am willing to stipulate as to Wilbert Guydon the alleged overcharge is \$30.00.

Mr. Fox: Excuse me, under item 1-A?

Mr. Clarke: That's right.

The Court: Well, that is—

Mr. Fox: They appear several places, the names, your Honor.

Mr. Clarke: Now, as to item 1-C, I am willing to stipulate [42] that it is \$8.00, the amount of the alleged overcharge.

The Court: All right.

Mr. Clarke: 1-D, \$18.00.

The Court: That's correct. There was a change in that item.

Mr. Fox: That is right, your Honor.

Mr. Clarke: 1-E, \$13.50.

Mr. Fox: In that case the question is whether her son lived there all the time or whether it was—

The Court: I think her son was there part time. I would accept the stipulation of counsel.

Mr. Fox: All right, \$13.50.

Mr. Clarke: As to 1-F, \$57.50.

The Court: Yes, accept that.

Mr. Clarke: 1-G, \$136.50.

The Court: I want to know now, there is another matter, this matter of Pauline Henderson, either was with a man there, or not.

Mr. Clarke: I say I am willing to stipulate that is the discrepancy, of course; your Honor will have to determine that.

The Court: Under the circumstances I will accept it.

Mr. Fox: You will accept it?

The Court: Yes.

Mr. Fox: All right, \$136.50 would be the overcharge then.

The Court: On the Guydon's put it on the basis of two [43] persons in a room. I can't believe that four remained in that room, put it on the basis of two.

Mr. Fox: That will leave 2-A the same, \$238.00.

Mr. Clarke: 2-A?

The Court: I can't believe four people in a room, cooked and everything else; perhaps they were.

Mr. Clarke: 2-A.

The Court: Wilbert Guydon.

Mr. Clarke: \$238.00?

The Court: Yes.

Mr. Clarke: 2-B, \$200.00.

The Court: Samuel, 2-B.

Mr. Fox: There was no discrepancy—

The Court: No dispute?

Mr. Fox: —as to Mr. Samuel.

Mr. Clarke: Now, Robert Castle. The discrep-

ancy in the figures is \$72.00, but there is a question of the \$18.00.

The Court: \$18, I will allow the offset.

Mr. Fox: \$18.00 from \$72.00, \$54.00.

Mr. Clarke: \$54.00, 2-C. 2-B, \$37.50.

The Court: That is Pauline Henderson?

Mr. Fox: Yes.

Mr. Clarke: 2-E, \$168.00.

Mr. Fox: That is based on two people.

The Court: I will accept it.

Mr. Clarke: 2-F, \$112.00. [44]

Mr. Fox: That is with regard to 2-F, your Honor, Mr. Houston.

The Court: No dispute?

Mr. Fox: No dispute, the only dispute as to the maximum rent.

The Court: No dispute as to occupancy?

Mr. Fox: No dispute as to occupancy.

The Court: What is the situation on that, Mr. Clarke? I didn't hear evidence on Mr. Houston.

Mr. Clarke: That is right, your Honor. I thought these figures we agreed on.

The Court: Did you agree on a figure, and if you agreed I will accept your agreement.

Mr. Fox: We agreed in view of the fact that the maximum rent there has been changed to \$26.00 a month by the office, I thought that—

The Court: All right, I will accept your figures.

Mr. Clarke: \$112.00.

The Court: So ordered.

Mr. Clarke: For the next item, 2-G, the same amount.

The Court: So ordered.

Mr. Clarke: \$112.00. 2-H, \$440.00.

The Court: All right.

Mr. Clarke: 2-I, \$25.50.

The Court: So ordered. [45]

Mr. Clarke: 2-J, \$18.00.

The Court: So ordered.

Mr. Clarke: 2-K, \$150.00.

The Court: So ordered.

Mr. Clarke: 2-L.

Mr. Fox: \$108.50.

Mr. Clarke: \$108.50.

The Court: So ordered.

Mr. Clarke: Now, let me make myself plain that I am stipulating as to the differential and the amounts as shown, that I would like your Honor, before determining the case to read over, if you will, the defendant's exhibit, glance at it, defendant's exhibit in evidence and I think you will be interested to read it.

The Court: You want me to read this?

Mr. Clarke: Read it at your leisure.

The Court: What is the purpose?

Mr. Fox: Those are the legal maximum rents in effect.

The Court: Is there any sense of that? The issue has been removed on that.

Mr. Clarke: I am stipulating that is what they have done there, but the question in my mind, was he bound by it until he received notice. That is the question and I think that is a question your Honor must determine.

Mr. Fox: That is an administrative matter. [46]

The Court: I am satisfied he was bound by it, satisfied he was bound by it. I am denying treble damages.

Mr. Clarke: That is right.

The Court: But he bound by it.

Mr. Fox: Your Honor——

The Court: Judgment may be—treble damages denied; judgment may be entered in the amounts indicated by the stipulation of counsel, and be embraced in my order.

Mr. Clarke: Thirty days stay?

The Court: Yes.

Mr. Fox: May I have an injunction?

The Court: Yes, sir.

Mr. Fox: And cost?

The Court: Whatever the costs may be. You solved a very difficult problem, Mr. Clarke.

Mr. Clarke: Thank you, your Honor, very much.

The Court: I appreciate the cooperation.

Mr. Clarke: We got together.

The Court: I appreciate your cooperation very much.

Mr. Fox: Thank you, your Honor.

The Clerk: If your Honor please, do counsel have the figures, the total?

Mr. Fox: I don't have them complete, they changed during our conversation here.

The Court: Subject to check.

Certificate of Reporter

I (We), Official Reporter(s) and Official Reporter pro tem, certify that the foregoing transcript of 47 pages is a true and correct transcript of the matter therein contained as reported by me (us) and thereafter reduced to typewriting, to the best of my (our) ability.

/s/ RUSSELL D. NORTON.

[Endorsed]: Filed November 10, 1950. [47]

[Title of District Court and Cause.]

CERTIFICATE OF CLERK TO RECORD
ON APPEAL

I, C. W. Calbreath, Clerk of the District Court of the United States for the Northern District of California, do hereby certify that the foregoing documents, listed below, are the originals filed in this Court, in the above-entitled case, and that they constitute the Record on Appeal herein, as designated by the Appellant, to wit:

Complaint For Injunction, Restitution and Treble Damages. Includes Exhibit A-3 pages of Schedules.

Answer.

Findings of Fact and Conclusions of Law.

Judgment and Decree.

Notice of Appeal.

Designation of Contents of Record on Appeal.

Order Extending Time to Docket.

Plaintiff's Exhibit No. 1—25 Receipts.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said District Court, this 11th day of October, A.D. 1950.

C. W. CALBREATH,
Clerk.

[Seal] By /s/ M. E. VAN BUREN,
Deputy Clerk.

[Endorsed]: No. 12713. United States Court of Appeals for the Ninth Circuit. Henry Johnson, Appellant, vs. United States of America, Appellee. Transcript of Record. Appeal from the United States District Court for the Northern District of California, Southern Division.

Filed October 17, 1950.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for the
Ninth Circuit.

